## Amendment to the Agreement Between Cinergy Communications Company and BellSouth Telecommunications, Inc. Dated March 20, 2003

Pursuant to this Amendment, (the "Amendment"), Cinergy Communications Company (Cinergy), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated March 20, 2003, ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Cinergy entered into the Agreement on March 20, 2003, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

- 1. The parties agree to add the following provision to Attachment 2, Section 4.3 and the associated rates as set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference.
  - **4.3.1.1** Where Cinergy utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility-Based CLEC office, BellSouth has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply. The UNE Call Flows set forth on BellSouth's website, as amended from time to time and incorporated herein by this reference, illustrate when the full or melded Tandem Switching rates apply for specific scenarios.
- 2. All of the other provisions of the Agreement, dated March 20, 2003, shall remain in full force and effect.
- 3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By:

Name: Kristen E. Rowe

Title: Director

Date: 4/30/04

**Cinergy Communications Company** 

Name: J

By

Title: President

Date: April 6, 2004

Approved as to form

Legal 1/25/04

UNBUNDLE	NETWORK ELEMENTS - Kentucky												Attachment: 2		Exhibit: A	
	-	Interi m	i Zone	e BCS	usoc						Svc Order	Svc Order	Incremental	Incremental	Incremental	Incremental
	RATE ELEMENTS					RATES (\$)				Submitted	Submitted	Charge -	Charge -	Charge -	Charge -	
CATEGORY										Elec	Manually	Manual Svc	Manual Svc	Manual Svc	Manual Svc	
										per LSR	per LSR	Order vs.	Order vs.	Order vs.	Order vs.	
										po. 2011	po. 2011	Electronic-		Electronic-	Electronic-	
												1st	Add'l	Disc 1st	Disc Add'l	
													151	Add I	DISC 1St	DISC Add I
						Rec	Nonrecurring Nonrecurring Disconnect			g Disconnect				OSS Rates (\$)		
						Kec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
																i
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website:																
http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
	. SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"															<u> </u>
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may															CLEC may	
elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in																
each of the 9 states.																
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements															e elements	
that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge,															g charge,	
SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																
UNBUNDLED L	OCAL SWITCHING, PORT USAGE															
Tanden	n Switching (Port Usage) (Local or Access Tandem)															
	Tandem Switching Function Per MOU (Melded)					0.000094381										
	Tandem Trunk Port - Shared, Per MOU (Melded)					0.000117538										
	Melded Factor: 48.65% of the Tandem Rate															